

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



July 25, 1988

ALL COUNTY INFORMATION NOTICE I-70-88

TO: ALL COUNTY WELFARE DIRECTORS
ALL PUBLIC AND PRIVATE ADOPTION AGENCIES
ALL SDSS ADOPTION DISTRICT OFFICES

SUBJECT: ADOPTIVE PLACEMENT AGREEMENT (AD 907)

The Adoptive Placement Agreement form (AD 907) has been revised and updated as a result of changes in statute and regulations. Enclosed is an advance copy of the revised form which may be reproduced for your immediate use.

The revision brings the AD 907 into conformity with recent changes to adoptions regulations and provisions of Assembly Bill 1454, Chapter 360, Statutes of 1987, which eliminated the interlocutory decree of adoption effective January 1, 1988.


Please note that a section has been added to the form specifying whether the child has been legally freed for adoption, and if not, what the child's legal status is. A child may be placed prior to being legally free only under the following conditions:

1. Per Manual of Policies and Procedures 70-507.1, the child may be placed in an assessed and approved adoptive home, with the approval of the adoption agency administrator, if the birthmother and presumed father have signed relinquishments, the relinquishments have been filed with the Department, and any action to terminate the rights of any alleged father(s) under Civil Code Sections 7017 or 7006 is pending.
2. Per Civil Code Section 239, the court may refer the minor to a licensed adoption agency for adoptive placement during the period that an appeal is pending on a freeing action. The appellate rights of the natural parents must be exhausted before a petition for adoption may be heard.

Please destroy your existing supply of the AD 907 (1/83) and order the revised AD 907 (4/88). County adoption agencies may order the AD 907 by using County Order Form (GEN 727B). State district offices and private adoption agencies may send a request to:

Department of Social Services
Warehouse
744 P Street, M.S. 19-20
Sacramento, CA 95814

If you have any questions regarding this notice, please contact Ms. Jennifer C. Smith, Adoptions Policy Consultant, at (916) 323-0470 or ATSS 473-0470.



LOREN D. SUTER
Deputy Director

cc: CWDA

Enclosure

ADOPTIVE PLACEMENT AGREEMENT

Child's Name _____

Date of Birth _____

I, We _____ and _____, understand that

(Adoptive Parent) (Adoptive Parent)

the _____ in accepting me/us as adoptive parent(s) expresses confidence in
(Adoption Agency)

my/our ability to meet the needs of the child placed with me/us on _____
(Date of Placement)

Having seen the child and been informed of his/her social and health history, I/we accept him/her with the intent of legal adoption. Attached is a Psychological and Medical History Form (AD 512), listing social and health facts applicable to the child which I/we have reviewed. I/We understand that the agency will maintain legal custody of the child until a decree of adoption is granted. I/We understand that a social worker from the adoption agency will meet with me/us and the child regularly until a decree of adoption has been granted by the court.

I/We understand the child is/is not legally freed for adoption. If not, the child's legal status is _____

Until the adoption is final:

I/We agree to place the child under the care of a licensed physician and follow recommendations for health care for the child, including immunization. I/We must notify the agency of any serious illnesses of the child and obtain consent from the agency in writing prior to any necessary surgery or medical treatment for the child.

I/We agree to inform the agency of changes in my/our family or place of residence. I/We must not take the child out of the State of California without the consent of the agency and I/we agree to inform the agency of extended trips of 30 days or more I/we take outside the county.

If for any reason I/we cannot keep the child or properly care for him/her, I/we shall immediately inform the adoption agency. I/We realize my/our right to terminate the adoptive placement and return the child to the agency at any time prior to the granting of the decree of adoption. If I/we are dissatisfied with any action of the adoption agency before the adoption is finalized, I/we have the right to request a review of the action(s) of the adoption agency. I/We understand that the agency may remove the child immediately if the child is endangered or upon seven (7) days notice if it is determined that such action will be in the best interest of the child. The child can only be removed by court approval, or a child protective service action, if a petition for adoption has been filed. In such event, I/we do hereby waive and release any and all claims I/we may have against the agency for board, lodging, maintenance, and care for the child, and for any damages resulting therefrom.

I/We understand that I/we are responsible for any attorney fees incurred for completing the adoption.

I/We have been informed of the provisions of the Adoption Assistance Program (AAP) to assist in the placement of special needs

children. _____ does/does not meet the definition of a special needs child as defined
(Name of Child)

In Welfare and Institutions Code Section 16616. If the child qualifies for AAP, I/we are/are not in need of financial assistance to meet the special needs of the child. I/We have been informed that if the child qualifies for AAP and I/we do not need assistance immediately, I/we can sign an adoption assistance agreement that will defer payment until I/we require financial assistance for the specified condition(s) designated in this agreement. I/We understand that adoption assistance payments can begin only after the Adoption Assistance Agreement and Adoptive Placement Agreements have been signed.

In consideration of services rendered to me/us, I/we agree to pay to _____
(Name of Adoption Agency)

an adoption fee of \$_____ by the time the agency recommends the adoption in its report to the court.

I/we understand that assistance from California Children's Services is limited to children who reside within the State of California and that any benefits to which I/we may be entitled under that program will terminate if I/we move to another state. However, I/we may be eligible to receive similar benefits in another state if I/we qualify under that state's eligibility requirements.

Agency Representative

Adoptive Parent

Agency Representative (cooperative placement)

Adoptive Parent

AD 907 (4 88)

Date Signed _____